

# MERIDIAN CONSULTING

*Business Consulting · Strategic Procurement · EU Projects*

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## General Terms and Conditions

*Applicable to all proposals, quotations and engagements*

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**Document:** General Terms and Conditions

**Version:** 1

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*Applicable to all services*

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## 1. APPLICABILITY AND ACCEPTANCE

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**1.1** These General Terms and Conditions (hereinafter: GTC) apply to all services provided by Meridian Consulting, a registered sole proprietorship, owner Dominik Prelec, TIN: 31067370742, address: Marinići 127, 51216 Viškovo, Republic of Croatia (hereinafter: the Service Provider or Meridian Consulting).

**1.2** These GTC form an integral part of every proposal, quotation or contract issued by the Service Provider to the Client. By accepting a proposal, making payment against a proforma invoice, or providing written confirmation, the Client represents that it has read, understood and accepted these GTC in their entirety. Where a signed Master Services Agreement exists between the Service Provider and the Client, the terms of that Agreement shall prevail over these GTC to the extent of any inconsistency.

**1.3** The Client is any natural or legal person who engages or receives services from the Service Provider. A Client who is a natural person (consumer) benefits from additional protections under the Croatian Consumer Protection Act (Official Gazette 41/2014 and subsequent amendments); in the event of ambiguity, these GTC shall be interpreted in the manner most favourable to the consumer.

**1.4** Meridian Consulting reserves the right to amend these GTC at any time. Updated terms will be published on the website [meridian-consulting.hr] and shall apply to engagements entered into after the date of publication.

**Important:** These terms do not exclude or limit any rights that consumers hold under mandatory provisions of Croatian and EU law.

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## 2. SERVICES AND SCOPE OF WORK

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**2.1** Meridian Consulting provides professional consulting and advisory services. The precise scope, deliverables and expected outcomes for each engagement are defined in a written proposal or quotation issued to the Client prior to commencement of work.

**2.2** Meridian Consulting performs its services with professional skill and care, but does not guarantee any specific business outcome (such as, by way of example, the approval of a loan application, the successful outcome of an EU grant submission, or the realisation of projected revenues). All advice and documentation delivered by Meridian Consulting is based on the information provided by the Client and on the regulatory and market conditions prevailing at the time of preparation.

**2.3** Any amendments to the agreed scope (whether expansions, reductions or changes to timelines) must be agreed in writing — email is sufficient — and may affect the price and delivery schedule. If requested changes would increase the initially agreed time or resource commitment by more than 20%, Meridian Consulting reserves the right to suspend further work pending the execution of a revised proposal or contract addendum reflecting the adjusted price and timelines.

**2.4** Meridian Consulting is not a provider of legal, tax or accounting services. Any advice given in the course of consulting engagements does not constitute, and shall not be construed as, a substitute for advice from a licensed attorney, tax adviser or statutory auditor.

**2.5** The Client acknowledges that all business decisions are made independently and at its own risk. The advice, analyses and recommendations of the Service Provider represent professional opinion only and shall not be treated as the sole basis for any business decision. Meridian Consulting bears no liability for the consequences of decisions taken by the Client.

### **3. FEES AND PAYMENT TERMS**

**3.1** All fees are stated in euros (EUR) in the relevant proposal or proforma invoice. Meridian Consulting is not registered for VAT purposes and does not charge VAT (pursuant to Article 90 of the Croatian VAT Act, Official Gazette 73/2013 and subsequent amendments). The stated fee is the final and inclusive price.

**3.2** Payment is made by bank transfer to the IBAN specified in the relevant document, upon receipt of a proforma invoice or invoice. The payment due date is as stated in the invoice; where no due date is specified, payment is due within 15 (fifteen) calendar days of the invoice date.

**3.3** For multi-phase or longer-term engagements (those with a total value exceeding EUR 1,000 or a duration exceeding 30 days), Meridian Consulting may require an advance payment (deposit) of up to 50% of the total fee prior to commencement of work, with the balance invoiced in accordance with the agreed payment schedule or upon delivery. For shorter or lower-value engagements (one-off projects or those valued at less than EUR 1,000), Meridian Consulting may require full advance payment of up to 100% of the fee.

**3.4** In the event of late payment, Meridian Consulting reserves the right to: (a) suspend work on the engagement without liability for any resulting delay in delivery; and (b) charge statutory default interest from the first day of delay. The Service Provider further reserves the right to withhold delivery of any completed work product until all outstanding amounts have been paid in full.

**3.5** Any third-party costs incurred in connection with the provision of services (such as government fees, registration charges, or agreed travel expenses) shall be invoiced separately, subject to the Client's prior written consent.

**3.6** Where the fee has been agreed on a variable basis (such as a commission, success fee or percentage of the achieved result), the right to payment shall be deemed to have arisen upon achievement of the agreed result, regardless of any subsequent circumstances between the Client and third parties. The basis for calculation and the payment terms shall be defined in the relevant proposal or a separate written agreement.

**Right of Withdrawal (consumers):** In accordance with the Croatian Consumer Protection Act, a natural person has the right to withdraw from a contract concluded at a distance or off-premises within 14 days without giving any reason, provided that Meridian Consulting has not yet commenced the service. If the Client has expressly requested that the service begin within the withdrawal period and the service has commenced, the right of withdrawal is forfeited in proportion to the work already performed.

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## 4. DELIVERY AND TIMELINES

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**4.1** Delivery timelines stated in the proposal commence from: (a) the date of the Client's acceptance of the proposal; or (b) the date of receipt of the agreed advance payment — whichever is the later. Timelines are automatically extended by one day for each day of delay caused by the Client's failure to provide required information or materials.

**4.2** The Client shall provide the Service Provider, in a timely manner, with all information, documents and access necessary for the performance of the services. The Client bears sole responsibility for the accuracy and completeness of all information provided. Meridian Consulting is not obliged to verify, and shall not be liable for, any inaccurate information supplied by the Client. The Client warrants that it holds all necessary rights in respect of any materials it provides to the Service Provider (including, without limitation, images and proprietary processes).

**4.3** Deliverables (documents, presentations, analyses and similar) shall be transmitted electronically by email or via an agreed platform, unless otherwise agreed in writing. Delivery shall be deemed duly effected at the moment of transmission of the email containing the deliverable to the Client's address, irrespective of any acknowledgement of receipt or the time at which the Client opens the message.

**4.4** The Client is entitled to one (1) round of revisions to delivered materials within the agreed fee, unless the proposal expressly provides otherwise. Additional revision rounds shall be invoiced at the applicable hourly rate. Revisions are limited strictly to refinements within the originally agreed scope and do not extend to changes of concept or the preparation of additional analyses.

**4.5** The Client shall review all delivered materials promptly and submit any written objections within 5 (five) business days of the date of delivery. Failure to do so within this period shall be deemed unconditional acceptance of the deliverables. Any objection must be reasoned and specific; general expressions of dissatisfaction without identification of particular deficiencies shall not constitute a valid objection.

## 5. CONFIDENTIALITY

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**5.1** Meridian Consulting shall treat all information provided by the Client as confidential and shall not disclose it to third parties without the Client's prior written consent, except where required by law or where strictly necessary for the provision of the services (including disclosure to advisers or sub-contractors who are bound by equivalent confidentiality obligations).

**5.2** The Client undertakes not to share any deliverables, methodologies or proprietary tools of the Service Provider with third parties without prior written consent, and to use such materials exclusively for its own internal purposes.

**5.3** Meridian Consulting reserves the right to use anonymised project data (with no identification of the Client) for its own marketing and educational purposes.

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## 6. INTELLECTUAL PROPERTY

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**6.1** All materials, templates, methodologies and tools used by Meridian Consulting in connection with the services that were developed independently of the specific engagement shall remain the exclusive property of the Service Provider.

**6.2** Deliverables specifically created for the Client and paid for in full shall become the property of the Client upon receipt of full payment. Until such payment is received, Meridian Consulting retains all copyright and proprietary rights in the delivered materials.

**6.3** The Client is granted a non-exclusive licence to use the delivered materials for its own purposes. Resale, public disclosure or further assignment to third parties is not permitted without prior written consent.

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## 7. LIMITATION OF LIABILITY

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**7.1** Meridian Consulting shall be liable only for damage caused by its own wilful misconduct or gross negligence in breach of its contractual obligations. Liability for ordinary negligence, indirect loss, loss of profit and unforeseeable damage is excluded to the fullest extent permitted by applicable mandatory law.

**7.2** The total aggregate liability of the Service Provider shall in any event be limited to the amount actually paid by the Client for the specific engagement from which the loss or damage arose.

**7.3** Meridian Consulting shall not be liable for outcomes that depend upon decisions of third parties (including, without limitation, the approval of a lending institution, a favourable decision by an EU body, or the commercial success of a business venture), nor for any loss or damage arising from information provided by the Client that was accurate but incomplete.

**Note for consumers:** The limitations of liability set out in Articles 7.1 and 7.2 shall not apply to the extent that they would be contrary to the mandatory provisions of the Croatian Consumer Protection Act.

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## 8. TERMINATION AND CANCELLATION

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**8.1** Either party may terminate an engagement by written notice — email is sufficient — at any time. In the event of cancellation by the Client after work has commenced, Meridian Consulting shall be entitled to retain a proportionate share of the fee corresponding to the work performed up to the date of cancellation, subject to a minimum of any agreed advance payment.

**8.2** Meridian Consulting may terminate an engagement with immediate effect if: (a) the Client fails to pay within the agreed payment terms; (b) the Client provides inaccurate or misleading information; or (c) circumstances arise that prevent the proper delivery of the services through no fault of the Service Provider.

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**8.3** In the event of termination by the Service Provider through no fault of the Client, a proportionate refund of any amounts already paid for work not yet performed shall be issued to the Client.

**8.4** Meridian Consulting reserves the right to decline to enter into a contract or to discontinue an engagement where there is reasonable cause to do so, including in particular non-payment, lack of co-operation, the provision of inaccurate information, or any other circumstances that prevent the proper performance of the services.

## 9. DATA PROTECTION

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**9.1** Meridian Consulting processes personal data of the Client (including name, email address, telephone number, tax identification number and, where applicable, financial data) exclusively for the purposes of providing the agreed services, issuing invoices and fulfilling statutory obligations, on the legal basis of contractual necessity (Article 6(1)(b) GDPR).

**9.2** Personal data are retained for the duration of the business relationship and for such additional periods as are required by law (up to a maximum of 11 years in respect of accounting documentation). Data are not transferred to third parties without consent, except where required by applicable law.

**9.3** The Client has the right of access, rectification, erasure, restriction of processing, data portability and the right to object, in accordance with the GDPR. Requests may be submitted to: [info@meridian-consulting.hr]. The Client also has the right to lodge a complaint with the Croatian Personal Data Protection Agency (AZOP) at [www.azop.hr](http://www.azop.hr).

**9.4** Meridian Consulting implements appropriate technical and organisational measures to protect personal data against unauthorised access, loss or destruction.

## 10. FORCE MAJEURE

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**10.1** Meridian Consulting shall not be liable for any delay or failure to perform its obligations caused by circumstances beyond its reasonable control, including but not limited to natural disasters, infrastructure failures and legislative prohibitions (force majeure events). Upon the occurrence of such an event, Meridian Consulting shall notify the Client within a reasonable time and shall propose a revised solution or, where appropriate, termination of the engagement without financial penalty to either party.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

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**11.1** These GTC and all contractual relationships with the Service Provider shall be governed by and construed in accordance with the laws of the Republic of Croatia.

**11.2** Any dispute arising out of or in connection with these GTC shall be resolved in the following sequence: (1) direct negotiation in good faith — within 15 days of written notice of the dispute; (2)

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mediation before an accredited mediator; (3) proceedings before the competent court at the seat of the Service Provider.

**11.3** A Client who is a consumer may also use the EU Online Dispute Resolution platform (<https://ec.europa.eu/consumers/odr>) and may refer a dispute to the Mediation Centre at the Croatian Chamber of Economy (HGK).

## 12. GENERAL PROVISIONS

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**12.1** If any provision of these GTC is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid provision shall be replaced by a valid interpretation that most closely reflects the original intent of the parties.

**12.2** Failure by the Service Provider to insist upon the strict performance of any provision of these GTC shall not constitute a waiver of its rights in respect of that provision.

**12.3** These GTC, together with the relevant written proposal or proforma invoice, constitute the entire agreement between the parties with respect to the subject matter of the engagement and supersede all prior oral or informal arrangements.

**12.4** All written communications relating to rights and obligations under these GTC (including without limitation notices of cancellation, formal complaints and requests for revision) shall be made by email or by registered post.

**Contact and Complaints:** For all enquiries, complaints or the exercise of your rights:  
[info@meridian-consulting.hr] | web: [meridian-consulting.hr]